

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>D0-C9</b>	PAGE OF <b>1   25</b> PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-04-R-DL01</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>12/17/03</b>	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVENUE SW WASHINGTON DC 20375-5326 ATTN: CODE 3220		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L-2 until 4:00 local time 1/19/04  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Dian Lockamy</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>202-767-3782</b>
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:				
AMENDMENT NO.		DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <input type="checkbox"/> ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 SUPPLIES/SERVICES AND COSTS**

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide \$ the necessary personnel and facilities to conduct research and development of "EW Countermeasures Studies" as Described in Section C.		\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>			\$	\$

*\* Not Separately Priced*

**NOTICE TO OFFERORS:** In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 STATEMENT OF WORK**

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

**C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS**

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 08 October 2002 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**C-3 SUBCONTRACTING PLAN**

Subcontracting Plan \_\_\_\_\_ dated \_\_\_\_\_ is hereby incorporated by reference and made a material part of this contract.  
*(\*this provision will be included and completed at time of award, if applicable)*

**SECTION D  
PACKAGING AND MARKING**

**D-1 PACKAGING AND MARKING**

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**

**FAR CLAUSE    TITLE**

52.246-9        -    Inspection Of Research And Development (Short Form) (APR 1984)

**DFARS CLAUSE    TITLE**

252.246-7000    -    Material Inspection And Receiving Report (MAR 2003)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:**

**FAR CLAUSE    TITLE**

52.242-15        -    Stop-Work Order (AUG 1989) - Alternate I (APR 1984)  
52.247-34        -    F.O.B. Destination (NOV 1991)

**F-2 PERIOD AND PLACE OF PERFORMANCE**

- (a) The work under this contract shall commence on award through 12 months thereafter, with four (4) options that will extend the period of performance for an additional 12 months each, if exercised.
- (b) The principal place of performance of this contract shall be the Naval Research Laboratory, Washington D. C.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G-1 PROCURING OFFICE REPRESENTATIVE**

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email [security-group@nrl.navy.mil](mailto:security-group@nrl.navy.mil)

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil)

Patent Matters-Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email [patents@nrl.navy.mil](mailto:patents@nrl.navy.mil)

Release of Data-Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email [publicaffairs@nrl.navy.mil](mailto:publicaffairs@nrl.navy.mil)

**G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS**

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

*( \* To be completed at time of award)*

**G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)**

- (a) For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
  - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.

(b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract

(c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.

(d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.

(e) TDMs shall include, but not be limited to, the following information:

- (1) Date of TDM,
- (2) Contract Number,
- (3) Reference to the relevant portion or item in the Statement of Work,
- (4) The specific technical direction or clarification, and
- (5) The signature of the COR.

(f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.

(g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

#### **G-4 SUBCONTRACTORS/CONSULTANTS**

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

(b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

*(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)*

**G-5 INCREMENTAL FUNDING**

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$\* and it is estimated that this amount is sufficient for contract performance through \*.

*(\*this provision will be included and completed at time of award, if applicable)*

**G-6 INFORMATIONAL SUBLINE ITEMS**

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

**G-7 SPECIAL PAYMENT INSTRUCTIONS- MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

Payments shall be made in accordance with the ACRN(s) cited on the contractor's invoice. The Contractor may contact the COR regarding which ACRN(s) to cite on an invoice.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H-1 TYPE OF CONTRACT**

This is a \*

*(\*To be completed at time of award)*

**H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her

approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: \*

(\*To be completed at time of award)

Labor Category	First/M/Last Name
Senior Electro-Optical Scientist	
Senior RF Engineer	

### H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 32,000 total hours of direct labor for the basic award and 32,000 total hours for each option period, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of hours 2,667 per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

**Labor Category**

Hours for Base Year  
And each Option Year, if  
exercised.

Senior E-O Scientist	2,000
Senior RF Engineer	2,000
RF Engineer	2,000
Senior Systems Engineer	2,000
E-O Scientist/Engineer	2,000
Junior E-O Scientist/Engineer	2,000
Senior Mechanical Engineer	2,000
Mechanical Engineer	2,000
Physicist/EE	2,000
Senior EW Technician	2,000
Senior Electronics Technician	2,000
Laser/E-O Technician	2,000
General Engineering Technician	2,000
Senior Technical Writer	2,000
Senior Security Specialist	1,000
Junior Security Specialist	1,000
Technical Support	<u>2,000</u>
<b>TOTAL</b>	<b>32,000</b>



**H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 02)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html> . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 ax: 301-206-9789.]

**H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)**

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

**H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT**

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four (4) times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

**First Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**Second Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**Third Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**Fourth Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**H-7 ON-SITE USE OF GOVERNMENT PROPERTY**

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent-free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

**H-8 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

**I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

<b>FAR CLAUSE</b>	<b>TITLE</b>
52.202-1	- Definitions (DEC 2001)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 2003)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	- Waiver Of Facilities Capital Cost Of Money (OCT 1997)
52.215-18	- Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	- Notification Of Ownership Changes (OCT 1997)
52.215-21	- Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
52.216-7	- Allowable Cost And Payment (DEC 2002) (fill in <u>30th</u> )
52.216-8	- Fixed-Fee (MAR 1997)
52.219-4	- Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) <input type="checkbox"/> Offeror elects to waive the evaluation preference.
52.219-8	- Utilization Of Small Business Concerns (OCT 2000)
52.219-9	- Small Business Subcontracting Plan (JAN 2002) - Alternate II (OCT 2001)
52.219-16	- Liquidated Damages-Subcontracting Plan (JAN 1999)
52.219-25	- Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
52.222-2	- Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed " <u>0</u> "
52.222-3	- Convict Labor (JUN 2003)
52.222-19	- Child Labor - Cooperation With Authorities And Remedies (SEP 2002)
52.222-21	- Prohibition Of Segregated Facilities (FEB 1999)
52.222-26	- Equal Opportunity (APR 2002)

- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-5 - Trade Agreements (OCT 2003)
- 52.225-8 - Duty-Free Entry (FEB 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JAN 2004)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)  
*(will be included if the successful offeror is a small business or a non-profit organization)*
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)  
*(will be included if the successful offeror is not a small business or a non-profit organization)*
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully funded)*
- 52.232-22 - Limitation Of Funds (APR 1984) *(Applicable when the contract or task order is not fully funded)*
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification Of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984) fill in 30
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)

- 52.244-6 - Subcontracts For Commercial Items And Commercial Components (APR 2003)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JUN 2003) (DEVIATION)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)( fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES**

**DFARS CLAUSE    TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A (NOV 2003)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.209-7005 - Reserve Officer Training Corps and Military Recruiting On Campus (JAN 2000)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (APR 2003)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (FEB 2003)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (APR 2003)
- 252.225-7031 - Secondary Arab Boycott Of Israel (APR 2003)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)

- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (MAR 2003)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)  
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (OCT 2002)\

**I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**WARNING**

Contains (or manufactured with, if applicable) \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

**I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-

products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J**  
**LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Statement Of Work – 3 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 4 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser: 047-03 Dated 2 September 2003, 2 Pages.
- J-3** Attachment (3) – Personnel Qualifications, 4 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data- 1 page. \*  
(\* To be included at time of award)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION - K**  
**REPRESENTATIONS, CERTIFICATIONS**  
**AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at  
[HTTP://HERON.NRL.NAVY.MIL/CONTRACTS/REPS&CERTS.HTM](http://HERON.NRL.NAVY.MIL/CONTRACTS/REPS&CERTS.HTM)

Use Representations and Certifications: A

**K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)**

The fill in information is as follows:

The NAICS code for this acquisition is 541330.  
The small business size standard is \$23,000,000.00.

**SECTION L**  
**INSTRUCTIONS CONDITIONS AND NOTICES**  
**TO OFFERORS OR RESPONDENTS**

**L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**FAR CLAUSE TITLE**

- |           |   |   |
|-----------|---|---|
| 52.204-6  | - | Data Universal Numbering System (DUNS) Number (OCT 2003)  |
| 52.204-7  | - | Central Contractor Registration (OCT 2003)  |
| 52.214-34 | - | Submission Of Offers In The English Language (APR 1991)   |
| 52.214-35 | - | Submission Of Offers In U.S. Currency (APR 1991)  |
| 52.215-1  | - | Instructions To Offerors- Competitive Acquisition ((JAN 2004) Alternate I (OCT 1997)  |
| 52.215-1  | - | Instructions To Offerors- Competitive Acquisition (JAN 2004) Alternate II (OCT 1997)  |
| 52.215-5  | - | Facsimile Proposals (OCT 1997)  |
|           |   | Paragraph (c) is completed as follows: (202) 767-0430 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to lockamy@contracts.nrl.navy.mil (primary) or cosby@contracts.nrl.navy.mil (alternate) in either Microsoft Word (2000 or earlier) or pdf format. |
| 52.215-16 | - | Facilities Capital Cost Of Money (JUN 2003)   |
| 52.219-24 | - | Small Disadvantaged Business Participation Program - Targets (OCT 2000)   |
| 52.222-24 | - | Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)   |
| 52.237-10 | - | Identification Of Uncompensated Overtime (OCT 1997)   |

**DFAR CLAUSE TITLE**

- |                |  |
|----------------|--|
| 252.209-7001-  | Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998) |
| 252.211-7005 - | Substitutions For Military Or Federal Specifications And Standards (FEB 2003)          |

**L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors- Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed to:

Contracting Officer, ATTN: Code 3220



Naval Research Laboratory (NRL)  
4555 Overlook Avenue, S.W.  
Washington, D.C. 20375  
Solicitation/RFP No. – N00173-04-R-DL01  
Closing Date and Time: Stated on Page 1

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offeror(s) shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

**L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described in Section L-12, Instructions for Submission and Information Required to Evaluate Proposals.

**L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Plus Fixed Fee Term Type contract resulting from this solicitation.

**L-6 FAR 52.222-18 – CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

**L-7 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office

(GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-8 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

- \* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- \*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- \*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- \*\*\*\* Corporation, individual, or other person, as appropriate.
- \*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L-9 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**L-10 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

**L-11 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-12 PROPOSAL ORGANIZATION**

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

**L-13 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

**REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES.**

(1) The Contractor must propose the labor category in accordance with the Level of Effort Breakdown in Section H-3. If the offeror uses labor category terminology other than that used in Section H-3, the offeror must provide a matrix clearly relating their proposed labor categories to those stated.

(2) The following information is required for evaluation of your technical/management proposal:

**Personnel Qualifications**

Provide Documentation to demonstrate the proposed personnel/s experience and educational background that will enable them to accomplish the tasks IAW the personnel qualifications, Attachment (3).

**Company Experience**

Provide documentation to demonstrate the extent of company experience with related types of projects as evidenced by a narrative description of the experience and its relevance to the tasks in the SOW.

**Technical Understanding**

Provide documentation that demonstrates your understanding of the requirement, the scientific concepts, the technical issues, and the engineering challenges involved in the successful undertaking of each task in the SOW and fully address each of the critical issues involved in each task.

**Company Facilities and Equipment**

Provide documentation that demonstrates the adequacy of general and unique facilities and equipment required for this project. Confirm availability of cleared TOP SECRET facility clearance with at least a SECRET storage capability.

**L-14 VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

**(1) COST PROPOSAL**

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal, which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

**(2) SMALL BUSINESS PARTICIPATION**

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and Telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts, as this will be obtained from the contracting organizations.

#### **L-15 TRAVEL AND MATERIAL ESTIMATES AND OTHER DIRECT COSTS (FOR EVALUATION PURPOSES ONLY)**

The travel and material estimates and other direct costs set forth must be included in each offeror's cost proposal for evaluation purposes only. During the term of this contract, the contractor will be reimbursed actual and allowable travel, material, and other direct expenses.

The Government estimates the travel costs for this effort to be \$200,000.00 for the basic award and \$200,000.00 per each option period, if exercised.

The Government estimates the material costs for this effort to be \$2,000,000.00 for the basic award and \$2,000,000.00 per each option period, if exercised.

These estimates are direct costs, and the offeror should add any applicable indirect costs.

#### **L-16 MULTIPLE AWARDS**

The Contracting Officer may make multiple awards resulting from this solicitation.

#### **L-17 CRITERIA FOR ALTERNATE PROPOSALS**

Proposals submitted in response to this solicitation are not limited to the suggested approaches of the acquisition data furnished. In order to be evaluated, alternate proposals must offer technical improvements or modifications which are to the overall benefit of the Government. Offerors are encouraged to submit alternate proposals containing new ideas, unique approaches or other significant beneficial program improvements. The alternate proposal will be evaluated in accordance with the evaluation criteria. If the alternate proposal is considered most advantageous to the Government but involves a substantive or material departure from the stated basic proposal requirements or the stated evaluation criteria, all offerors shall be given an opportunity to submit new or amended proposals on the basis of the revised requirements provided this can be done without revealing to the other offerors innovative solutions or techniques or other information entitled to protection from disclosure. The Government reserves the right to award a contract based upon an alternate proposal, which meets the government's technical requirements and is otherwise awardable in accordance with the evaluation and award criteria.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

### **M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. The technical/management factor is more important than the cost factor. The cost factor is more important than the small business participation factor. The technical subfactors Personnel Qualifications and Company Experience are of equal value. Technical Understanding is slightly less important and Company Facilities is significantly less important than either the Personnel Qualifications or Company Experience.

#### **M-2-1. TECHNICAL/MANAGEMENT**

##### **(1) PERSONNEL QUALIFICATIONS**

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the proposed task; the quantity and quality of the Offeror's corporate experience relevant to the proposed task; and the previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications in Attachment (3).

##### **(2) COMPANY EXPERIENCE**

Company experience will be evaluated on the documented success with which the offeror has performed on projects.

##### **(3) TECHNICAL UNDERSTANDING**

Technical understanding will be evaluated on the demonstrated soundness of the Offeror's understanding of the technical requirements, scientific concepts, and engineering challenges involved in the successful undertaking of each task.

##### **(4) COMPANY FACILITIES**

The proposals will be evaluated on the adequacy of general and unique facilities and equipment required in performance of all tasks as stated in the SOW. The offerors must have a cleared TOP SECRET facility clearance with at least a SECRET storage capability.

**M-2-2 COST TO THE GOVERNMENT**

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

**M-2-3 SMALL BUSINESS PARTICIPATION**

(a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

**M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).



## **STATEMENT OF WORK**

### **1.0 INTRODUCTION**

This Statement of Work describes the engineering and technical support services to be provided to the Advanced Techniques Branch (Code 5750) of the Tactical Electronic Warfare Division at the Naval Research Laboratory, Washington, D.C.

### **2.0 SCOPE**

The contractor shall perform a number of interrelated tasks that vary in both their technical dimensions and deliverable products. However, they support the same mission and must be coordinated or interfaced. These tasks include threat analysis, systems analysis, systems design and development, systems test and evaluation, data collection and analysis, computer simulation development, and facility operation. These tasks are directed toward providing guidance to the Electronic Warfare (EW) community with regard to new threat assessments and the methods available for effective countermeasure development and implementation. The contractor shall perform the following tasks required under this contract which will primarily be divided into five (5) major technical areas:

1. Electro-Optical/Infrared (E-O/IR) Hardware Development and Evaluation
2. E-O/IR Countermeasure/Low Observable Studies.
3. Radio Frequency (RF) Countermeasure Studies.
4. Directed Energy Studies.
5. Specific Emitter Identification Studies

### **3.0 TASKS**

#### **3.1 Electro-Optical/Infrared (E-O/IR) Hardware Development and Evaluation**

Because of rapidly changing EW scenarios, new threats are constantly being introduced with increased capabilities. The contractor shall thoroughly characterize the optical, electronic, and signal-processing properties of the acquired threat hardware in controlled laboratory studies, and then evaluate them for their EW susceptibility in field-testing.

In addition, new E-O/IR hardware is required to upgrade existing instrumentation or new designs are created to satisfy unique requirements. For example, new

decoy techniques are conceived, designed, and evaluated for potential use on ships against anti-ship missile threats. These decoys and/or launchers are prototypes for evaluation during field-testing. The contractor shall perform design studies to determine the potential usefulness of each design against current and potential threats, perform the technical and engineering functions necessary to develop and fabricate the design, and conduct field tests to verify system characteristics.

### 3.2 E-O/IR Countermeasure/Low Observable Studies

The contractor shall perform studies to determine the effectiveness of decoy and laser countermeasure techniques against anti-ship E-O/IR missiles and special low observable technology studies. These may include the development and improvement of computer simulations to accurately predict the infrared signature of a military ship or to evaluate various countermeasure techniques against known and postulated threats, reviewing and designing new or improved countermeasure or low observable techniques, and participating in laboratory and field evaluations to determine the effectiveness of such countermeasure or low observable techniques. The evaluation of various countermeasure or low observable techniques will require the use of several very specialized devices including infrared threat guidance hardware and simulators, Circular Variable Filter (CVF) and Fourier Transform Infrared (FTIR) spectrometers, radiometric thermal imagers, specialized infrared lasers, and data acquisition and image processing systems. The contractor shall calibrate, operate, and maintain these complex devices and perform detailed data reduction and analysis. The field evaluations may be land-, ship-, or air-based. The contractor shall select, develop, and integrate measurement platforms for mobile instrumentation vans, small and large surface ships, and fixed and rotary-winged aircraft. The field exercises will be conducted in a variety of geographic locations within the free world, but the vast majority will be located within the continental United States.

### 3.3 RF Countermeasure Studies

The contractor shall provide systems engineering support to ongoing shipboard RF countermeasure research and development programs. The contractor shall organize laboratory and field measurement exercises to evaluate RF decoy countermeasure techniques. The contractor shall also perform studies to determine the optimum design of antennae that are used in RF countermeasure tests. This may include the improvement of existing antennae and/or the design of new antennae. The contractor shall also evaluate effectiveness of current and planned EW suites and integration issues related to EW suite upgrades.

### 3.4 Directed Energy Studies

The contractor shall provide technical and management support to develop exploratory development concepts and plans for advanced weapon systems

using directed energy technologies, primarily in the high power microwave area. The tasks will include technical assessments and data analyses of recent and on-going exploratory development test and evaluation projects for advanced weapon systems for Navy and Marine Corps military missions. Program control support tasks will include the generation of plans, schedules, and funding requirements for multiple fiscal years. Program control support also includes the evaluation of Government and civilian laboratories performance activities in support of exploratory development projects. Qualified security support and administrative services shall be provided by the contractor for on-site contractor personnel and also for government project engineers and managers. Qualified participation in Joint Service technical reviews and security investigations is included for program control support activities. Liaison with various military, Government and civilian organizations involved in developing and supporting high power microwave technologies is required. Reviewing intelligence data and information to assess validity and relevance in support of the research and development tasks are required. The tasks may involve working with highly classified data and intelligence information up to the SCI security level.

### 3.5 Specific Emitter Identification Studies

The contractor shall provide technical and engineering support to NRL's Specific Emitter Identification (SEI) Program Office. The contractor shall support the planning, scheduling, testing, and execution of networked SEI for the U.S. Navy Fleet. Tasks will include site surveys for the network installation of SEI equipment on U.S. Navy ships and at CONUS and overseas locations; installations; network connections; software programming; testing; and troubleshooting. The contractor shall also perform data collection on the performance of the networked installations; provide recommendations on Tactics, Techniques, and Procedures (TTP) to improve operational use of networked installations; and conduct training for use of networked SEI systems in GCCS Local Area Network (LAN) environments.

### 4.0 DELIVERABLES

Deliverables will be included in the Contract Data Requirements List (CDRL) DD Form 1423.

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT "A"		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM		E. CONTRACT / PR NO. 57-5038-03		F. CONTRACTOR	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Status Reports			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE Statement of Work		6. REQUIRING OFFICE NRL Code 5751	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 ARO	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 10 DAEOM	a. ADDRESSEE	b. COPIES
					Draft Final
					Reg Repro
16. REMARKS Technical status reports will be provided on a monthly basis and include progress and problem areas of each specific task and plans for the next reporting period.				NRL Code 5751	2
				15. TOTAL	2
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Financial Reports		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE Statement of Work		6. REQUIRING OFFICE NRL Code 5751	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 DAC	14. DISTRIBUTION	
8. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 10 DAEOM	a. ADDRESSEE	b. COPIES
					Draft Final
					Reg Repro
16. REMARKS Financial reports will be provided on a monthly basis. These reports shall contain, at a minimum, the amount of funds currently received on the contract, current and cumulative expenditures to date, including labor, travel and materials, and graphical spending charts.				NRL Code 5751	2
				15. TOTAL	2
G. PREPARED BY NRL Code 5751		H. DATE 11/4/03		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

m Approved  
JMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	"A"	TDP _____ TM- _____ OTHER _____

D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
	57-5038-03	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Technical Reports	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	Statement of Work	NRL Code 5751

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT		ASREQ		a. ADDRESSEE
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	b. COPIES
N/A	N/A			Draft Reg Repro

16. REMARKS	15. TOTAL
Technical reports will be developed for specific topics requested by the COR as specified.	1 2

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	Final Report	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	Statement of Work	NRL Code 5751

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
DD		ONCE		a. ADDRESSEE
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	b. COPIES
N/A	N/A		* See Block 16	Draft Reg Repro

16. REMARKS	15. TOTAL
*A final report shall be a comprehensive report of all accomplishments 30 days after the completion of each major technical task made during the contract period.	2

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5751	11/04/03		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

m Approved  
JMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002				B. EXHIBIT "A"		C. CATEGORY: TDP _____ TM- _____ OTHER _____					
D. SYSTEM / ITEM				E. CONTRACT / PR NO. 57=5038-03		F. CONTRACTOR					
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Software Documentation				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Statement of Work				6. REQUIRING OFFICE NRL Code 5751			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Repro	
16. REMARKS Any software which is developed and/or modified will be documented with text.								NRL Code 5751			
								15. TOTAL →			
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE				6. REQUIRING OFFICE			
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Repro	
16. REMARKS											
								15. TOTAL →			
G. PREPARED BY NRL Code 5751				H. DATE 11/04/03		I. APPROVED BY				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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Approved  
AB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A	C. CATEGORY: TDP _____ TM - _____ OTHER _____ F							
D. SYSTEM / ITEM		E. CONTRACT / PR NO. 57-5038-03		F. CONTRACTOR						
1. DATA ITEM NO.	2. TITLE OF DATA ITEM		3. SUBTITLE							
A006	Contractor On-Site Labor Report									
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NRL CODE 5751						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED  N/A	10. FREQUENCY MNTLY	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION  a. ADDRESSEE  COR AO CODE 5750						
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		b. COPIES Draft Final Reg Repro					
16. REMARKS The Contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data:  Reporting Period: Contract Number (and Order Number, if applicable): Contract Value: Current Funding: Amount Expended in Current Period: Total Expended to Date: Date Submitted:  Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately.				0	1	0				
				0	1	0				
				15. TOTAL →						
				G. PREPARED BY NRL CODE 5751		H. DATE 11/04/03	I. APPROVED BY		J. DATE	

17. PRICE GROUP

**18. ESTIMATED  
TOTAL PRICE**

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>					<b>1. CLEARANCE AND SAFEGUARDING SER: 047-03</b> a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>TOP SECRET</b></div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>SECRET</b></div>										
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>					<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>										
a. PRIME CONTRACT NUMBER			<b>X</b>		a. ORIGINAL (Complete date in all cases)			DATE (YYYYMMDD) <b>20030902</b>							
b. SUBCONTRACT NUMBER					b. REVISED (Supersedes all previous specs)		REVISION NO.		DATE (YYYYMMDD)						
<b>X</b> c. SOLICITATION OR OTHER NUMBER <b>57-5038-03</b>			DUE DATE (YYYYMMDD)		c. FINAL (Complete Item 5 in all cases)			DATE (YYYYMMDD)							
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.															
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.															
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>															
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)									
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTACT AWARD.						N/A									
<b>7. SUBCONTRACTOR</b>															
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)									
N/A						N/A									
<b>8. ACTUAL PERFORMANCE</b>															
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)									
N/A						N/A									
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  ENGINEERING AND TECHNICAL SUPPORT SERVICES IN RF COUNTERMEASURES, ELECTRO-OPTICAL AND INFRARED TECHNICAL AREA.															
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>				YES		NO		<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES		NO			
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION						<b>X</b>		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY						<b>X</b>	
b. RESTRICTED DATA						<b>X</b>		b. RECEIVE CLASSIFIED DOCUMENTS ONLY						<b>X</b>	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION						<b>X</b>		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				<b>X</b>			
d. FORMERLY RESTRICTED DATA						<b>X</b>		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				<b>X</b>			
e. INTELLIGENCE INFORMATION								e. PERFORM SERVICES ONLY						<b>X</b>	
(1) Sensitive Compartmented Information (SCI)				<b>X</b>				f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES						<b>X</b>	
(2) Non-SCI				<b>X</b>				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				<b>X</b>			
f. SPECIAL ACCESS INFORMATION						<b>X</b>		h. REQUIRE A COMSEC ACCOUNT				<b>X</b>			
g. NATO INFORMATION				<b>X</b>				i. HAVE TEMPEST REQUIREMENTS						<b>X</b>	
h. FOREIGN GOVERNMENT INFORMATION						<b>X</b>		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS						<b>X</b>	
i. LIMITED DISSEMINATION INFORMATION						<b>X</b>		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE						<b>X</b>	
j. FOR OFFICIAL USE ONLY INFORMATION						<b>X</b>		l. OTHER (Specify)				<b>X</b>			
k. OTHER (Specify)								SECURE VOICE CAPABILITY							



**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5751.  
NO PUBLIC RELEASE OF SCI AUTHORIZED.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a TOP SECRET facility clearance, SECRET storage capabilities and personnel eligible for Sensitive Compartmented Information.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

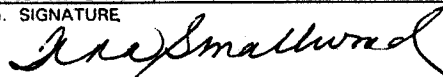
**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
TINA SMALLWOOD	CONTRACTING OFFICER, SECURITY	(202) 767-2240/2521

d. ADDRESS (Include Zip Code)

NAVAL RESEARCH LABORATORY  
4555 OVERLOOK AVE. SW  
WASHINGTON, DC. 20375-5320

e. SIGNATURE



**17. REQUIRED DISTRIBUTION**

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY 1221.1, 1223, 1221.4, 5751, 5702, ONI

**PERSONNEL QUALIFICATIONS****Senior E-O Scientist (One Resume)**

This individual must have over fifteen years of direct experience in laboratory/field research, development, test, and evaluation related to E-O/IR and laser systems for U.S. Navy surface warfare applications. Must have at least five years of technical experience with EW programs at NRL. Must bring at least ten years of experience with international ship defense and countermeasure activities such as the NATO Research and Technology Organization. Must have at least a M.S. in physics or electrical engineering. Must have a Top Secret clearance at the award date of the contract.

**Senior RF Engineer (Two resumes)**

This individual must have over fifteen years of demonstrated experience in the design, development, and implementation of multi-spectral electronic warfare systems for DoD applications, including high power RF systems. Must have current knowledge and experience with directed energy technologies. Must have at least five years experience with DoD operational, research and development, and intelligence organizations in directed energy weapons and RF countermeasure technology, including current and active participation with Tri-Service technology advisory committees. Must have at least a B.S. in physics or electrical engineering. An advanced degree is preferred. Must have a Top Secret clearance at the award date of the contract.

**RF Engineer (Two resumes)**

This individual must have minimum three years designing, building, and/or modeling RF transmitters, receivers, and/or associated signal processing software and hardware. Must have familiarity with microwave measurement equipment and experience performing microwave measurements. Must have experience with RF countermeasure techniques and/or technologies, including RF decoys and/or active jamming technologies. Must have at least a B.S. in Electrical Engineering. An advanced degree is preferred. Must have a Secret clearance at the award date of the contract.

**Senior Systems Engineer (Two Resumes)**

Must have at least fifteen years of demonstrated experience with ten years in systems engineering for EW research and development. Must have specialized experience with RF countermeasure systems and/or specific emitter identification techniques. Must have experience with the development of systems engineering documents. Must have at least an MS degree in a systems engineering discipline. Must have a Top Secret clearance at the award date of the contract.

**Electro-Optical Scientist/Engineer (Two Resumes)**

Must have at least five years of direct experience in E-O/IR research and development for the U.S. Navy surface warfare applications. Must have current experience in the evaluation of IR decoys for surface and air applications, modeling and simulation, and the exploitation and evaluation of foreign IR missile seekers. Must have demonstrated experience in all aspects of laboratory and field testing, including setting test goals, developing test methodologies, organizing and conducting tests, reducing data, and analyzing results. Must be familiar with accurate radiometric calibration and data collection and reduction techniques for infrared spatial radiometers, banded radiometers, and FTIR and CVF spectrometers. Must have experience in the integration of measurement suites for land, ship, and air platforms. Must be familiar with specialized modeling and simulation codes related to infrared countermeasures, including but not limited to Naval Threat Countermeasure Simulator/SHIPIR, IR\_CRUISE, DISAMS, MOSAIC, CRAD, and infrared seeker hardware-in-the-loop simulators. Must have at least an MS in physics or electrical engineering. Must have a Top Secret clearance on the contract award date.

**Junior Electro-Optical Scientist/Engineer (Two Resumes)**

Must have at least one year of direct experience in E-O/IR research and development for the U.S. Navy surface warfare applications. Must have current experience in the evaluation of IR decoys for surface and air applications. Must be familiar with accurate infrared radiometric calibration and data collection and reduction techniques for infrared spatial radiometers, banded radiometers, and FTIR and CVF spectrometers. Must have experience in the integration of measurement suites for land, ship, and air platforms. Must current experience with infrared ship signature models, including NTCS/SHIPIR. Must have at least a BS in physics or electrical engineering. An advanced degree is preferred. Must have a Secret clearance on the contract award date.

**Senior Mechanical Engineer (One Resume)**

Must have at least ten years of experience in E-O/IR system mechanical design and integration. Must demonstrate capability to integrate E-O/IR systems into land, airborne, and ship platforms. Must be experienced in the design, setup, and conduct of E-O/IR/RF laboratory and field countermeasure, low observable, and radiometric tests. Must have experience in the procedures to transport, store, and test infrared decoy explosive materials. Must have at least a BS in mechanical engineering. An advanced degree is preferred. Must have a Top Secret clearance on the contract award date.

**Mechanical Engineer (One Resume)**

Must have at least ten years of experience in E-O/IR system mechanical design and integration. Must demonstrate capability to integrate E-O/IR systems into various platforms. Must be experienced in the design, development, test, and evaluation of IR decoys. Must have at least a B.S. in mechanical engineering. Must have a Secret clearance on the contract award date.

Laser Scientist (One Resume)

Must have at least three years of experience with U.S. Navy shipboard E-O/IR countermeasure programs. Must have current experience in E-O/IR system laboratory and field test and evaluation. Must be familiar with E-O/IR system characterization tests. Must have current experience with infrared lasers and infrared countermeasure techniques. Must have experience with both domestic and foreign anti-ship infrared missile seekers. Must have experience in the integration of measurement suites for land, ship, and air platforms. Must have at least a BS in physics or electrical engineering. Must have at least a Secret clearance on the contract award date.

Senior EW Technician (Two resumes)

Must have at least fifteen years of laboratory and operational technician experience in support of shipboard electronic warfare projects. Must be experienced with a wide array of electronic instrumentation. Must be experienced in a wide array of technician support including equipment installations, network connection, software programming, testing, and troubleshooting. Must be experienced with shipboard specific emitter identification systems. Must have a Top Secret clearance on the contract award date.

Senior Electronics Technician (Two resumes)

At least fifteen years technician experience, including at least ten years in support of E-O/IR/RF countermeasure programs. Must have detailed knowledge and experience in operating and maintaining support equipment such as lasers, vacuum systems, gas systems, RF sources, and other electronic, electrical, and optical equipment and instrumentation. Must have recent experience in setting up and conducting laboratory and field countermeasure tests. Must have experience in the design and fabrication of electronic and electro-mechanical components and subsystems. Must have at least a Secret clearance on the contract award date.

Laser/E-O Technician (Two resumes)

Must have a minimum three years in the operation, troubleshooting, and repair of a wide variety of laser, optical, and electronic instrumentation. Must have current experience with infrared lasers and infrared countermeasures for shipboard applications. Must have experience in the operation and maintenance of support equipment such as vacuum systems, cryogenic equipment, data analysis workstations, and electrical and electronic test equipment. Must have experience in setting-up and conducting laser laboratory and field tests; in the design and fabrication of electronic and electro-mechanical components and subsystems; and in the integration of measurement suites for land, ship, and air platforms. Must be familiar with domestic and foreign infrared missile seekers. Must have an AA Degree in Electronics or Electro-optics, or specialized technician training. Must have at least a Secret clearance on the contract award date.

General Engineering Technician (Two resumes)

Minimum ten years supporting the design, development, test, and evaluation of mechanical, electronic and electromagnetic sensors and systems. Must have extensive experience in the design and fabrication of mechanical and electro-mechanical structures for laboratory and field tests and specialized instrumentation vans, and the integration of measurement suites for land, ship, and air platforms. Must have at least a Secret clearance on the contract award date.

Senior Technical Writer (One Resume)

Must have at least fifteen years experience in the preparation, review, and formalization of technical reports. Must possess current experience in the formalization of technical reports for NRL and associated agencies. Must have experience tracking classified documents and maintaining security procedures. Must have at least a BA degree. Must have a Top Secret clearance on the contract award date.

Senior Security Specialist (One Resume)

Must have at least fifteen years of DoD security experience. Must have at least ten years experience with Top Secret, SCI, and SAP security policies and procedures. Must have experience with research and development programs for Navy EW programs. Must have a Top Secret clearance on the contract award date.

Junior Security Specialist (One Resume)

Must have at least two years experience with DoD security. Must have experience with research and development programs for Navy EW programs. Must have recently completed DoD-security coursework. Must have a Secret clearance on the contract award date.

Technical Support (One resume)

Must have a minimum of five years experience with a wide variety of technical support to ongoing U.S. Navy programs. This experience may include such functions as preparation, review, and formalization of technical reports; providing general support to field tests; and providing general administrative support such as typing and data base management support. Must have a Secret clearance on the contract award date.